



**DIS Case Number: 12-0670-GA-GAG**

## Section A: Application Information

### **A-1. Applicant's legal name, address, telephone number, and web site address**

**the applicant's legal name, address, telephone number, and web address.**

Legal Name: City of Cincinnati      Country: United States  
Phone: 513-352-      Extension (if applicable):      Street: 801 Plum Street City Hall, Room 130  
6911  
Website (if any): www.cincinnati-oh.gov      City: Cincinnati      Province/State: OH  
Postal Code: 45202

### **A-2. Contact person for regulatory matters**

Brenda Coffey  
8469 Blue Ash Road Suite 1  
Cincinnati, OH 45236-1992  
US  
bcoffey@energyalliances.com  
3047698921

### **A-3. Contact person for Commission Staff use in investigating customer complaints**

Brenda Coffey  
8469 Blue Ash Road Suite 1  
Cincinnati, OH 45236-1992  
US  
bcoffey@energyalliances.com  
3047698921

### **A-4. Applicant's address and toll-free number for customer service complaints**

Phone: 800-735-0359      Extension (if applicable):      Country: United States  
Fax: 513-794-7777      Extension (if applicable):      Street: 8469 Blue Ash Rd., Suite 1



Email: bcoffey@energyalliances.com

City: Cincinnati

Province/State: OH

Postal Code: 45236

### **B-1. Authorizing ordinance**

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

### **B-2. Operation and governance plans**

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

### **B-3. Opt-out disclosure notice**

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

### **B-4. Experience and Plans**

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached

# Application Attachments



## Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)  
Governmental Aggregator Application

Case Number: 12 0670 -GA-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit C-2 Financial Statements). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

### A. Application Information

#### A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: City of Cincinnati  
Street Address: 801 Plum Street  
City: Cincinnati State: OH Zip: 45202  
Telephone: 513-352-6911 Website: www.cincinnati-oh.gov

#### A-2. Contact person for regulatory matters.

Name: Brenda Coffey  
Street Address: 8469 Blue Ash Road, Suite 1  
City: Cincinnati State: OH Zip: 45236  
Telephone: 304-769-8921 Email: bcoffey@energyalliances.co

#### A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Brenda Coffey  
Street Address: 8469 Blue Ash Road, Suite 1  
City: Cincinnati State: OH Zip: 45236  
Telephone: 304-769-8921 Email: bcoffey@energyalliances.co

#### A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 8469 Blue Ash Road, Suite 1  
City: Cincinnati State: OH Zip: 45236  
Toll-free  
Telephone: 800-735-0359 Email: bcoffey@energyalliances.co



## B. Managerial Capability

Provide a response or attachment for each of the sections below.

### B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections [4928.20\(A\)](#), [4929.26](#), and/or [4929.27](#) of the Ohio Revised Code.

### B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section [4928.20\(C\)](#), [4929.26\(C\)](#), and/or [4929.27\(B\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-16](#) and/or [4901:1-28-03](#) of the Ohio Administrative Code.

### B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections [4928.20\(D\)](#) or [4929.26\(D\)](#) of the Ohio Revised Code and in accordance with [4901:1-21-17](#) and/or [4901:1-28-04](#) of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

### B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section [4929.22](#) and/or [4928.20](#) of the Ohio Revised Code.

**As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.**

Somm  
Signature

January 19, 2024  
Date

City Manager  
Title

# Competitive Retail Natural Gas Service Affidavit

County of Hamilton :

State of Ohio :

Sheryl M. M. Long , Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
2. The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
3. The applicant will timely pay any assessment made pursuant to Sections 4905.10 and 4911.18(A), Ohio Revised Code.
4. Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
5. Applicant will cooperate fully with the Public Utilities Commission of Ohio and its staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.
6. Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
7. Applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.
9. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.
10. Affiant further sayeth naught.

Sheryl M. M. Long  
Signature of Affiant & Title

Sworn and subscribed before me this 15th day of January 2024  
Month Year

Amira Beer  
Signature of official administering oath  
AMIRA BEER  
Notary Public  
State of Ohio  
My Comm. Expires  
June 29, 2028

Amira Beer, Administrative Assistant  
Print Name and Title

My commission expires on 6/29/2028

**CITY OF CINCINNATI, OHIO**  
**Natural Gas Aggregation Program**

**EXHIBIT B-1 "AUTHORIZING ORDINANCE"**



EMERGENCY

City of Cincinnati

GWM  
JPC/RAH

An Ordinance No. 271 - 2011

**AUTHORIZING** all actions necessary to effectuate an opt-out natural gas service aggregation program pursuant to Ohio Revised Code §4929.26; and **DIRECTING** the Hamilton County Board of Elections to submit the ballot question to the electors.

WHEREAS, under Ohio Revised Code §4929.26, the City of Cincinnati, Ohio (the "City") by and through the Cincinnati City Council (the "Council"), is authorized to establish an opt-out natural gas service aggregation program for the benefit of natural gas consumers located within the incorporated areas of the City; and

WHEREAS, Council desires to submit to the electors the question of whether an opt-out natural gas service aggregation program should be instituted for the residents, small businesses and other eligible natural gas consumers in the City pursuant to Ohio Revised Code §4929.26; and

WHEREAS, governmental aggregation provides an opportunity for natural gas consumers collectively to participate in the potential benefits of natural gas service deregulation through lower natural gas rates which they would not otherwise be able to have individually; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio:

Section 1. That Council finds and determines that it is in the best interest of the City and certain natural gas service consumers located within the incorporated areas of the City to establish an opt-out natural gas service aggregation program (the "Natural Gas Service Aggregation Program").

Section 2. That, provided that the ballot measure regarding the Natural Gas Service Aggregation Program is approved by the electors of the City pursuant to Section 7 of this Ordinance, the City is hereby authorized to aggregate, in accordance with Ohio Revised Code §4929.26, the retail natural gas service loads located within the incorporated areas of the City.

Section 3. That, for the Natural Gas Service Aggregation Program, the City Manager, is hereby authorized (on behalf of the Council) to enter into service agreements to facilitate the sale and purchase of service for retail natural gas loads.

Section 4. That the City Manager (on behalf of the Council), may exercise such authority jointly with any other political subdivision of the State of Ohio, to the full extent permitted by law, and for such purpose, the City Manager is hereby authorized to execute and deliver any necessary agreement(s) with such other political subdivisions, if any, in order to establish such Natural Gas Service Aggregation Program.

Section 5. That the Natural Gas Service Aggregation Program does not apply to persons meeting any of the following criteria, as more specifically described in Ohio Revised Code §4929.26(A)(2): (1) the person is both a distribution service customer and a mercantile customer; (2) the person has an existing commodity sales service contract with a retail natural gas supplier; (3) the person has commodity sales service as part of a retail natural gas aggregation pursuant to rules and orders of the Public Utilities Commission of Ohio; or (4) such other persons that are not eligible customers pursuant to rules and orders of the Public Utilities Commission of Ohio.

Section 6. That the Board of Elections of Hamilton County is hereby directed to submit the following question to the electors of the City at the general election to be held on November 8, 2011:

A majority vote is necessary for passage.	
YES	Shall the City of Cincinnati have the authority to aggregate the retail natural gas loads located within the incorporated areas of Cincinnati and enter into service agreements for the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?
NO	

Section 7. That the Clerk of Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the Hamilton County Board of Elections not later than August 10, 2011, which, pursuant to Ohio Revised Code §4929.26(B), is ninety (90) days prior to the November 8, 2011 election. The Natural Gas Service Aggregation Program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held pursuant to this section and Ohio Revised Code §4929.26.

Section 8. That, upon the approval of a majority of the electors voting at the election provided for in Section 6 of this Ordinance, the City Manager, on behalf of the Council, is hereby authorized to, individually or jointly with any other political subdivision of the State of Ohio, develop a plan of operation and governance for the Natural Gas Service Aggregation Program.

Section 9. That Council shall hold at least two public hearings on the plan prior to taking a vote on the adoption of the plan. Notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize



the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate any retail natural gas customer in the City unless it in advance clearly discloses to the person whose retail natural gas service is to be so aggregated that the person will be enrolled automatically in the Natural Gas Service Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Natural Gas Service Aggregation Program the opportunity to opt out of the program once every two years, without paying a switching fee. Any such person that opts out of the Natural Gas Service Aggregation Program pursuant to the stated procedure shall default to the natural gas company providing distribution service for the person's retail natural gas service load, until the person chooses an alternative supplier.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall, subject to the terms of Article II, Section 6, of the Charter, be effective immediately. The reason for the emergency is the need to submit this Ordinance to the Hamilton County Board of Elections within the statutorily required time frame.

Passed: August 3, 2011

Attest: Melissa Antley  
Clerk

[Signature]  
Mayor

I HEREBY CERTIFY THAT ORDINANCE No. 271-2011  
WAS PUBLISHED IN THE CITY BULLETIN  
IN ACCORDANCE WITH THE CHARTER ON 8-16-2011  
Melissa Antley  
CLERK OF COUNCIL

**CITY OF CINCINNATI, OHIO**  
**Natural Gas Aggregation Program**

**EXHIBIT B—4 “EXPERIENCE AND PLANS”**



#### EXHIBIT B-4 "EXPERIENCE AND PLANS"

Due to the complexity of Governmental Aggregation, the Governmental Aggregator applicant has entered into a program agreement with Energy Alliances, Inc. to assist them in implementing and maintaining their Electric and Natural Gas Governmental Aggregation Programs.

Founded in 1985, Energy Alliances, Inc. is an independent energy broker and consulting company that provides comprehensive energy procurement for commercial, governmental, small business and residential customers throughout the mid-West.

As a PUCO certified Retail Natural Gas Broker/Aggregator (Certificate Number 14-350G and a Competitive Retail Electric Service Provider (Certificate Number 14-805E) Energy Alliances has over 15 years of experience in leading communities through the entire governmental aggregation process. They currently manage more than seventy-five (75) electric and gas governmental aggregation and/or endorsement programs in the State of Ohio.

A detailed summary of the contract includes, but is not limited to providing the following services:

- Assist with the preparation of resolutions, public notices, and customer communications
- Assist with the preparation of the Plan of Operation and Governance
- Assist with the preparation of the required legal notices and public meetings to review and approve the Plan of Operation and Governance
- Assist with the preparation and submission of the Certification Application for Governmental Aggregators and Re-certification Applications, as well as the annual and/or quarterly reporting requirements
- Evaluate existing energy costs and rates, provide market expertise, and assist the communities with the selection of their electric/gas supply pricing strategy
- Assist with the preparation of all notifications required to be sent to program participants
- Assist the communities with the day-to-day operation of their programs (i.e. problem resolution, PUCO compliance, supplier liaison, etc.)
- Provide other services necessary for the communities to comply with provisions of Sections 4929 and 4928 and Chapter 4901 of the Ohio Revised Code

**CITY OF CINCINNATI, OHIO**  
**Natural Gas Aggregation Program**

**EXHIBIT B-2 "OPERATION AND GOVERNANCE PLAN"**

City of Cincinnati  
NATURAL GAS AGGREGATION PROGRAM  
PLAN OF OPERATION & GOVERNANCE

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## **Purpose of the Plan of Operation and Governance**

This Natural Gas Aggregation Program Plan of Operation and Governance (“Natural Gas Plan”) has been prepared by the City of Cincinnati (“City”) in compliance with Ohio law regarding government aggregation of natural gas customers (the “Natural Gas Aggregation Program”). The Natural Gas Plan contains information on the structure, governance, operations, management, funding, and policies of the Natural Gas Aggregation Program to be utilized for participating customers.

The City’s purpose in preparing this Natural Gas Plan is to describe the structure and approach taken by the City to its Natural Gas Aggregation Program on behalf of consumers within its municipal boundaries. The City seeks to represent customer interests in competitive markets for natural gas. The City seeks to aggregate customers to negotiate the best rates available for the supply and distribution of natural gas and to advance customer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. The City will oversee managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility.

Combining customer interests within the City increases leverage, resources, and buying power of participating customers. Under the proposed opt-out Natural Gas Aggregation Program; participation is voluntary for each individual customer. Any individual customer will have the opportunity to decline service provided through the Natural Gas Aggregation Program and choose any natural gas supplier they wish at the outset of the program and every two years thereafter.

The Natural Gas Plan was adopted after public hearings were held in accordance with Ohio Revised Code Section (“R.C.”) 4929.26(C).

### **1. Overview**

#### **1.1. Ohio Law**

Ohio law enacted in 2001 allows for competitive purchase of retail natural gas supply. R.C. 4929.26 allows municipalities, townships, and/or counties to develop governmental natural gas aggregation programs providing options for customers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail natural gas supply. Communities undertaking development of this option are known as “government aggregators”.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the Natural Gas Aggregation Program. The plan of operation and governance is subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Natural Gas Plan describes the Natural Gas Aggregation Program to be utilized for participating customers in the City of Cincinnati.



## **1.2. Description of the Natural Gas Aggregation Program**

The Natural Gas Aggregation Program involves the acquisition of competitive retail natural gas supply. Distribution services (metering, billing, maintenance of the gas transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the “provider of last resort” for customers not participating in the Natural Gas Aggregation Program who have no other competitive supplier. The Natural Gas Aggregation Program has been undertaken as an “opt-out” program that requires the authorization of customers. All eligible customers will be included in the Natural Gas Aggregation Program unless they choose to “opt-out” as described in section 2.4.1 of this Natural Gas Plan.

## **1.3. Steps Required by the Law**

The process of establishing government aggregation involves a multi-step public process undertaken by the City:

**1.3.1.** City Council passes ordinance authorizing Natural Gas Aggregation Program for customers;

**1.3.2.** The ordinance must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

**1.3.3.** The ordinance authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

**1.3.4.** Develop a plan of operation and governance;

**1.3.5.** Publish notice of public hearing on the plan of operation and governance once a week for two consecutive weeks before the first public hearing on the plan of operation and governance (providing a summary of the plan of operation and governance and the date, time, and location of each hearing);

**1.3.6.** Hold two public hearings on the initial plan of operation and governance;

**1.3.7.** Adopt plan of operation and governance;

**1.3.8.** Notify eligible customers of automatic enrollment and opt-out period prior to service under the Natural Gas Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

**1.3.9.** Any enrolled customer participating in the Natural Gas Aggregation Program will have the opportunity to opt-out of the Natural Gas Aggregation Program every two years, without paying a switching fee.

#### **1.4. Practical Steps and Requirements of the Competitive Market**

Practical steps and requirements of acquiring natural gas supply in the competitive market include the following activities to be undertaken by the City, and the contracted Natural Gas Aggregation Program supplier(s) [the “Supplier(s)”]:

**1.4.1.** Proposals submitted by Suppliers and negotiations undertaken with Suppliers by the City and legal and technical advisors;

**1.4.2.** The City selection of Supplier(s) and execution of Supply Contract(s);

**1.4.3.** Acquisition of electronic list of eligible customers in the City from the natural gas distribution utility;

**1.4.4.** Notification of opt-out process undertaken by the City and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

**1.4.5.** Electronic customer list revised by the City’s Supplier(s) who remove responding opt-out customers from the list;

**1.4.6.** Revised electronic customer list transmitted back to the natural gas distribution utility for customer transfer;

**1.4.7.** The natural gas distribution utility completes the administrative transfer of participating customers (via revised electronic list) to the City’s Supplier(s);

**1.4.8.** Firm all-requirements retail natural gas supply service initiated to participating customers based on terms and conditions of Supply Contract(s);

**1.4.9.** The City and legal and technical advisors monitor contract for compliance;

**1.4.10.** The City acts to protect interests of participating customers.

## **2. Description of Natural Gas Aggregation Program Goals and Operation**

### **2.1. Natural Gas Aggregation Program Goals**

The goals for the Natural Gas Aggregation Program are stated below. These goals guide the decisions of the City:

- To provide an option for aggregation of all eligible customers on a non-discriminatory basis;
- To allow those eligible customers who choose not to participate to opt-out;

- To acquire the best market rate available for natural gas supply;
- To provide customer education and enhance customer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to customers, and;
- To utilize local government powers and authorities to achieve these goals.

## **2.2. Natural Gas Aggregation Program Operations**

The Natural Gas Aggregation Program is designed to reduce the amount participating customers pay for natural gas, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect customers and the distribution utility. The City shall seek fixed and/or variable energy prices for each class of customers that may be lower than the comparable price available from the local distribution company or other suppliers. Large commercial and industrial customers, due to the varying characteristics of their gas consumption, may receive individual prices from the selected Supplier(s).

The City does not buy and resell natural gas, but represents customer interests as a master purchasing agent to set the terms for natural gas supply and service from a competitive Supplier(s). Through a negotiation process, the City develops a contract with a competitive Supplier for firm, all-requirements retail natural gas supply service. The contract is expected to be for a fixed term. The City may contract with one or more Suppliers to meet the needs of participating customers.

## **2.3. Natural Gas Aggregation Program Funding**

The Natural Gas Aggregation Program enables the City, on behalf of resident customers, the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing; implementing and providing a competitive supply of natural gas to customers. Funding for the implementation and oversight of the Natural Gas Aggregation Program activities is anticipated to be provided by the selected Supplier(s) with an appropriate administrative fee to cover the City's administrative costs of the Natural Gas Aggregation Program. Such funds will be paid to the City by the Supplier(s).



## **2.4. Consumer Participation**

An “eligible customer” shall be a customer that is eligible to participate in a governmental aggregation in accordance with R.C. 4929.26 and R.C. 4929.27 and Ohio Administrative Code (“OAC”) Rule 4901:1-28-01. Persons ineligible for governmental aggregation include:

- A person that is both a distribution service customer and a mercantile customer at the start of the service to the governmental aggregation;
- A mercantile customer that becomes a distribution service customer after the start of service to the governmental aggregation;
- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance authorizing opt-out aggregation; and
- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

Eligible customers shall be notified of the Natural Gas Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21 day period specified in the terms and conditions of the Supply Contract(s). During this 21 day opt-out period, customers may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity every two years after the initiation of service to opt-out. Participating customers who choose to opt-out of the Natural Gas Aggregation Program after the initial 21 day period, but prior to the next two-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a location within the City (including those who move from another location within the City), and are considered by the local distribution company to be new eligible gas customers, may participate in the Natural Gas Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. Such new gas customer can also choose to opt-out of the Natural Gas Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods every two years.

### **2.4.1. Notification of Consumers**

Prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) a separate mailing;
- (2) newspaper notices;
- (3) public service announcements; and

- (4) posting of prominent notice in the City's office building.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice's postmarked date (or, if none, the mailing date). The notification shall include:

- 1) A summary of the actions that the City took to authorize the Natural Gas Aggregation Plan.
- 2) A description of the services that the City will provide under the Natural Gas Aggregation Plan.
- 3) Disclosure of the price that the City will charge customers for competitive retail natural gas service.
- 4) An itemized list and explanation of all fees and charges that are not incorporated into the rates and that the governmental aggregator will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties.
- 5) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
- 6) Disclosure of any credit and/or deposit requirements.
- 7) Disclosure of limitations or conditions on customer acceptance into the aggregation, if any.
- 8) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;
- 9) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours;
- 10) Language on the front cover of the envelope or postcard stating: "Important natural gas aggregation information;" and

A customer-friendly opt-out form (e.g. a postcard) to return to the City indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Aggregation Program. Eligible customers who do not return the opt-out form shall be automatically included in the Natural Gas Aggregation Program.

#### **2.4.2. Activation of Customer Service**

The process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the natural gas distribution utility will identify all eligible customers within the City; 2) Data verification: To the extent needed, if not inherent in data preparation, the natural gas distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; and 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the natural gas distribution utility for customer transfer to the selected Supplier(s).

Eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

#### **2.4.3. New Individual Customers**

Eligible customers who relocate to an address within the City shall be included in the Natural Gas Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the natural gas distribution utility when they sign-up for new service. The natural gas distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer.

**2.4.3.1.** Eligible customers who relocate within the City and are not assigned a new account number by the incumbent natural gas company shall maintain the rate that the customer was charged at the previous location or, if the rate at the new location is higher than the customer's previous location, the customer shall have the right to opt-out of the aggregation without penalty.

**2.4.3.2.** An eligible customer who had previously opted out of the aggregation may subsequently be permitted to join the National Gas Aggregation under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those customers who have joined at the outset of the contract.

#### **2.4.4. Customer Switching Fee**

The selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.



#### **2.4.5. Individual Customer Termination of Participation**

In addition to the opportunity to opt-out of the Natural Gas Aggregation Program prior to start up of service, an individual customer will be given an opportunity to opt-out at no charge every two years after start up of service. Consumers who move from the City will have no penalties or exit fees. However, an individual customer who chooses to opt-out during the period between start-up and the two year opportunity to opt-out may be required to pay an exit fee.

#### **2.4.6. Service Termination by Supplier**

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose natural gas supply is terminated by a selected Supplier will receive natural gas supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Natural Gas Aggregation Program once they have met the requirements of law and are current on bill payment.

#### **2.4.7. Termination of the Natural Gas Aggregation Program**

The Natural Gas Aggregation Program may be terminated for participating customers upon the termination or expiration of the natural gas supply contract(s) without any extension, renewal, or subsequent supply contract being negotiated; or

In the event of termination, each individual customer receiving natural gas supply services under the Natural Gas Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Natural Gas Aggregation Program shall receive natural gas supply from the local distribution company unless they choose an alternative supplier.

The City shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Natural Gas Aggregation Program consistent with the requirements of its ordinances, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with law and according to the express provisions of any negotiated agreements.

### **2.5. Customer Care**

#### **2.5.1. Universal Access**

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purpose of the Natural Gas Aggregation Program, this will mean that all eligible customers within the borders of the City, and all new eligible customers in the City, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

### **2.5.2. Rates**

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, and other applicable charges. Although the City may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the Natural Gas Aggregation Program, as noted above, will be acquisition of competitive prices and terms for natural gas supply. The prices will be set through a contract negotiation process, and will be indicated on the customer bill as the “natural gas supply charge.” The natural gas supply charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be competitive with the local gas utility’s and other suppliers’ natural gas commodity rate(s). All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

### **2.5.3. Costs to Consumers**

Consumer bills will reflect all charges for the administrative costs of the Natural Gas Aggregation Program, if applicable. As noted in Section 2.3, the program is expected to be funded by a per mcf (or ccf) administrative fee, depending on the unit that is used by the gas distribution company that serves the customer. The fee will be provided by the Supplier(s) to the City. This charge will cover program costs for any necessary technical or legal assistance for the Natural Gas Aggregation Program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, and PUCO-approved local distribution tariffs.

### **2.5.4. Consumer Protections**

Regarding all issues of customer protection (including provisions relating to slamming and blocking), the City will ensure that the selected Supplier(s) complies with all statutes, rules and regulations currently in place and as may be amended from time to time. The City will provide on-going customer education through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue.

#### **2.5.4.1. Contract Disclosure**

The City will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any switching fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.



#### **2.5.4.2. Billing and Service Assistance**

The selected Supplier(s) may utilize the billing services of the local distribution company, where such services are available, to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested.

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) identification of the supplier of each service; (4) statement of where and how payment may be made and (5) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall the City have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the natural gas distribution utility and/or the Supplier(s). Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

#### **2.5.4.3. Standard Terms and Conditions Pertaining to Individual Account Service**

The following customer protection provisions are anticipated to be contained in a Supply Contract.

**A. Title:** Title to and risk of loss with respect to the natural gas will transfer from Supplier(s) to participating customers at the point-of-sale which is the customer side of the meter.

**B. Initiation of Supply Service:** Natural Gas deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. **Standard Limitation of Liability:** Recognizing that natural gas provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, discontinuance of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and natural gas.

D. **Service Reliability and Related Supplier Obligations:** Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating customers in the City receive natural gas supply with reliability equal to that of firm customers of the distribution company. The Supplier is providing metered natural gas commodity services, and participating customers must rely upon the distribution company for ultimate delivery of gas. However, within the scope of natural gas supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary service interruptions, curtailments of natural gas supply, and any other interference or disruption of natural gas supply to the Point-of-Delivery. In addition to language to be included in the Supply Contract, the City will help to assure reliability through participation in proceedings related to the natural gas distribution utility's regulated and distribution services and through direct discussions with the natural gas distribution utility concerning specific or general problems related to quality and reliability of distribution service.

E. **Marketing and Solicitation Limitations:** Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without the City's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier(s) (if the solicitation is via U.S. mail or other printed means) or an opportunity to request removal from a telephone solicitation list.

#### **2.5.4.4. Protection of Consumers and Risk Associated with Competitive Market**

In a competitive market, it is possible that the failure of a natural gas supplier to deliver service may result in the need for customers to acquire alternative natural gas supply, or for customers to receive gas at market prices. The City will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. The City also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with natural gas supply service.

#### **2.5.4.5. Resolution of Consumer Complaints**

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free



number to call regarding service problems or billing questions. The Supplier(s) shall refer reliability, repair, or service interruption, and billing issues to the local distribution company. The Supplier(s) shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to the City or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also contact the City at [www.Cincinnati-Oh.gov](http://www.Cincinnati-Oh.gov).

#### **2.5.4.6. Periodic Reports on Consumer Complaints**

The City shall act to monitor and enforce customer protection provisions included in the Supply Contract. At the request of the City, the selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, the City will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

### **2.6. Rights and Responsibilities of Program Participants**

#### **2.6.1. Rights**

All Natural Gas Aggregation Program participants shall enjoy the protections of customer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

#### **2.6.2. Responsibilities**

All Natural Gas Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

##### **2.6.2.1. Taxes**

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of natural gas. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier(s).



### **3. Organizational Structure and Governance of the Natural Gas Aggregation Program**

#### **3.1. Description of Organization and Management of Natural Gas Aggregation Program**

The City will establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the natural gas distribution utility. The City has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms.

The City's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy consumers in both the public and private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators.

City Council, in conjunction with the Mayor and the City Manager, oversees the implementation and operation of the Aggregation Program consistent with the provisions of R.C. 4928.20.

#### **3.2. Outline of Structure**

##### Participating Consumers

Consumers can influence the City and its functions. They can elect candidates to the City Council whose members may take positions regarding the government aggregation program. They can express their views to their respective council representatives. They can participate in local and state meetings and hearings regarding issues related to the City's Aggregation Program. Participating consumers will benefit from the market leverage of the group, and the professional representation and consumer protections provided under the negotiated service contracts. Individual consumers may opt-out of participation and may also bring issues before their local legislative body.

##### Service Supplier(s)

Service Supplier(s) contract with the City to provide firm all-requirements natural gas supply to participating consumers in the City, or other specified services. Contractors report to the City and carry out services in adherence to contract provisions.

**CITY OF CINCINNATI, OHIO**

**Natural Gas Aggregation Program**

**EXHIBIT B-3 "OPT-OUT DISCLOSURE NOTICE"**



1 - 1 - 123456 - (12282220) - Agg-Test  
TEST CUSTOMER  
6100 EMERALD PKWY  
DUBLIN OH 43017



January 16, 2024

Dear Resident or Small Business Owner:

The City of Cincinnati has selected IGS Energy of Dublin, Ohio as the supplier of natural gas to participants in its Natural Gas Aggregation Program. You are eligible to participate with other residents and small businesses in your community. You will automatically be enrolled in the Cincinnati Natural Gas Aggregation Program unless you notify IGS Energy that you do not wish to participate.

Under governmental aggregation, the City of Cincinnati acts on behalf of natural gas consumers in the community to negotiate a gas supply contract with eligible suppliers. Both the City of Cincinnati and IGS Energy must be certified by the Public Utilities Commission of Ohio. The Cincinnati voters approved the implementation of the program on November 8, 2011 and the City Council Members approved ordinance number 271-2011. Your participation in the aggregation program for the City of Cincinnati will begin within one or two billing periods after enrollment with Duke Energy Ohio (Duke) and end with your August 2024 billing period.

Your price under the City of Cincinnati Natural Gas Aggregation Program will be a fixed rate \$0.579 per CCF, plus applicable state and local taxes through your August 2024 billing period. Please refer to the attached Terms and Conditions for full details of this offer.

**You will be automatically enrolled in the Cincinnati Natural Gas Aggregation Program unless you choose to "opt out" – that is, to not participate.** There is no cost for enrollment. You do not need to do anything to be included. You may cancel your enrollment from this program at any time with no cancellation fee by providing notice to IGS Energy.

**If you want to be excluded from the Cincinnati Natural Gas Aggregation Program you must return the enclosed "Opt-Out" form or contact IGS Energy at 1-877-353-0162 by February 6, 2024.** If you do not opt out at this time, you will be enrolled in the program until it expires with your August 2024 billing period. If you do nothing you will soon receive a letter from Duke notifying you of your transfer to your community's new program with IGS Energy as your supplier. **If you wish to remain in the program, simply ignore that letter.**

Under this program IGS Energy will deliver your gas to Duke and then Duke will deliver that gas to you. Duke will maintain the pipeline system that delivers natural gas to your home or business. Duke will continue to read your meter and will continue to send you a monthly bill that will include the gas supply charge from IGS Energy. You will still contact Duke regarding loss of gas service, odor of gas, or for any other concerns or issues having to do with your local service. Budget billing and automatic billing options will continue to be available through Duke.

If you have any questions please call IGS Energy at 1-877-353-0162, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers' Counsel ([www.occ.ohio.gov](http://www.occ.ohio.gov)) or the Public Utilities Commission of Ohio ([www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)).

Sincerely,

### The City of Cincinnati and IGS Energy

*P.S. Remember to return the "Opt-Out" form only if you do **not** want to participate in the Cincinnati Natural Gas Aggregation Program.*

If the home or small business for which you have received this letter is not located within the City of Cincinnati, you have received this letter in error. Please contact IGS Energy at 1-877-353-0162 to be removed from the aggregation list.

**You are not eligible to participate in this program if you are currently enrolled in the PIPP program. If you are already under contract with a competitive retail natural gas service provider, you may incur a contract termination fee or other charges if you fail to opt-out of the aggregation program.**

22 digit choice service ID as it appears on your Duke Energy gas bill.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Service Address:

TEST CUSTOMER  
6100 Emerald Pkwy  
Dublin OH 43017

**I wish to opt out of the City of Cincinnati  
Natural Gas Aggregation Program.**

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Signature (REQUIRED) \_\_\_\_\_





**Term:** The community's opt-out government aggregation program (the "Program") and my service with Interstate Gas Supply, Inc. (elsewhere referred to as "IGS Energy" and the consumer will be referred in the first person, "my", "me" or "I") as my supplier on the Program will begin within one to two billing cycles after my enrollment or rate change is confirmed with the utility company and shall continue through my **August 2024** utility billing cycle, unless notified otherwise. IGS Energy will supply the commodity portion of my natural gas and Duke Energy Ohio (Duke) will be my Natural Gas Distribution Company ("NGDC"). I can contact the IGS Energy choice department by phone at 1-877-353-0162, by fax at 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at <http://www.igsenergy.com>.

**Regulatory:** The NGDC's choice program and the government aggregation for my community are subject to ongoing Public Utilities Commission of Ohio (PUCO) jurisdiction, and I understand that if the choice program or this Program is terminated, this Agreement may be terminated, without penalty to either party.

**Price:** My price through the August 2024 NGDC billing cycle shall be a fixed rate of \$0.579 per CCF, which does not include applicable sales tax or NGDC transportation and other charges.

**Renewal:** If my community's governmental aggregation continues, at least every two years from the establishment of this Program the government aggregator or its supplier shall provide me notice of my right to opt out of the aggregation without penalty. The process for providing me with notice of my right to opt-out shall include a provision for me to return a post card or similar notice to the governmental aggregator or the supplier. For renewals, I will have at least twenty-one days from the post mark date on the written notice to choose to opt out of the Program, and my return post card or notice that is post marked before the opt out deadline has elapsed shall count as timely sent. The notice will follow the procedures established for the initial opt-out notice set forth in this rule and shall prominently disclose to customers all changes to the terms and conditions associated with the aggregation. I am entitled to opt-out of the government aggregation program at least every two years from the commencement sent date of the Program, without a penalty. If I am in the Program when the Program is renewed and I do not exercise my right to opt-out, I will be continued in the Program.

**Rescission Period:** I will have 21 days from the post mark date of my opt-out notice to exercise my right to opt-out of my community's Program. If I do not opt-out of the Program, IGS Energy will submit my enrollment to the NGDC and if I am new to the Program or a new customer to IGS Energy I will have 7 business days from the post-mark date of the confirmation notice sent by the NGDC to rescind my enrollment. I can rescind my enrollment by contacting the NGDC in writing or by telephone at the number provided on the confirmation notice within that 7-day period. Otherwise, I can cancel this agreement as detailed below.

**Cancellation:** Either party can cancel this Agreement within the first 30 days of enrollment with IGS Energy by providing the other with notice of cancellation, with no cancellation fee. At any other time either party can cancel this agreement with notice to the other, without a cancellation fee. Cancellation notices provided after the NGDC deadline may result in additional month(s) of service beyond the cancellation notice date, as the effective date of all cancellations are subject to NGDC guidelines and I agree to continue to pay for my service with IGS Energy for all periods billed with IGS Energy. I understand that if I switch my service to another supplier or back to the NGDC an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the NGDC commodity rate.

**Contact and Dispute Resolutions:** In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. For other questions or concerns about pricing, I can contact the IGS Energy choice department by phone weekdays from 8:00 a.m. to 8:00 p.m. EST at 1-877-353-0162, by fax 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at [www.igsenergy.com](http://www.igsenergy.com). Also, I can contact IGS Energy through e-mail at [choice@igsenergy.com](mailto:choice@igsenergy.com). If my questions or concerns are not resolved after I have called IGS Energy, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov). The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.occ.ohio.org](http://www.occ.ohio.org).

**Billing:** For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain IGS Energy's gas price plus applicable taxes and all of the NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's payment terms and conditions. If I pay under the budget bill payment plan, I understand that this service is available and will remain available. IGS Energy reserves the right to issue an invoice to me directly, such invoice would contain IGS Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If the NGDC discontinues or materially alters its billing service, then IGS Energy may invoice me directly and if I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If IGS Energy bills me directly for services provided, IGS Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon payment arrangements. If I fail to pay my invoices timely which include IGS Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request, at no charge, up to 24 months of my payment history for services rendered by IGS Energy. Other than for operation, maintenance, assignment and transfer of my account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize IGS Energy to obtain my billing payment and usage history from the NGDC.

**Assignment:** This contract is assignable by IGS Energy without my consent subject only to required regulatory approvals. IGS will use its best efforts to give the NGDC and me thirty (30) days written notice prior to any assignment.

**Moving/Termination:** I understand that this contract will automatically terminate, without penalty, if I relocate outside my community aggregation Program boundaries, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have contract portability and if IGS Energy agrees to allow me to continue. In such instances, I would have to enroll with IGS Energy under a new agreement, as this Agreement is only valid for opt-out government aggregation. I understand that I am not entitled to the pricing or service from IGS Energy hereunder at my new location until such time as the NGDC accepts my enrollment with IGS Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, if IGS Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

**Eligibility / Limitation of Liability / Jurisdiction:** This Agreement is for residential and small commercial customers that use less than 5000 CCF a year and are otherwise eligible for opt-out government aggregation programs. IGS Energy and my community shall use its best efforts to ensure that only eligible customer accounts within its governmental boundaries and customers who have not opted out are included in its aggregation. If ineligible accounts, accounts from outside of the governmental aggregator's governmental boundaries, or accounts for customers who opted out of the aggregation are switched to the governmental aggregation, as soon as IGS Energy is aware of such event the governmental aggregator (or IGS Energy) will promptly contact the natural gas company to have the customer switched back to the customer's former supplier, and will pay any switching fee imposed by the NGDC for such switch. Participation in the program is subject to the rules of the NGDC and the rules established in Ohio Administrative Code 4901:1-28. Customers are sometimes terminated or not enrolled in the program due to NGDC issues. In such instances, I can contact the NGDC to correct the problem and be reinstated or enrolled in the Program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will IGS Energy have any liability for any early termination or for any months that I was unable to participate in the Program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operations and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does IGS Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Contract and Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio. The Parties shall not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any legal actions arising under this Agreement with any other proceeding. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of Ohio's choice of law provision.

**By returning this signed form, you will be excluded from the opportunity to join other residents in the Cincinnati Natural Gas Governmental Aggregation Program**

#### NOTICE

Return the "Opt-Out" form **only** if you do **not** want to participate in the Cincinnati Natural Gas Aggregation Program.

Return by **February 6, 2024** to:

Natural Gas Governmental Aggregation Program  
PO Box 9060  
Dublin, Ohio 43017-0960

Form: CINCINNATI -CINCINNATI 24-OPTOUT

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**1/23/2024 1:40:44 PM**

**in**

**Case No(s). 12-0670-GA-GAG**

**Summary: In the Matter of the Application of City of Cincinnati**